

JS-6

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION**

ALICIA RODRIGUEZ, an
individual, on behalf of herself and
all others similarly situated,

Plaintiff,

v.

MARSHALLS OF CA, LLC; and
DOES 1 through 10, inclusive,

Defendant.

Case No. 2:18-cv-01716 MWF (SP)

JOAN CATHERYN PAULINO, an
individual, on behalf of herself and
all others similarly situated,

Plaintiff,

v.

MARSHALLS OF CA, LLC; and
DOES 1 through 10, inclusive,

Defendant.

Case No. 2:19-cv-03618 MWF (Ex)

Consolidated with Case No. 2:18-cv-0716
MWF (SP)

**JUDGMENT APPROVING CLASS
ACTION SETTLEMENT AND ORDER
AWARDING ATTORNEYS' FEES,
COSTS, AND CLASS
REPRESENTATIVE INCENTIVE
AWARD**

1 The above-entitled matter came before the Honorable Michael W. Fitzgerald,
2 United States District Judge, presiding in Courtroom 5A of the above entitled
3 Court, pursuant to two motions:

4 The First is Plaintiffs Joan Catheryn Paulino and Alicia Rodriguez's Motion
5 for Final Approval of Class Action Settlement ("Settlement Motion"), filed on
6 April 6, 2020. (Docket No. 27). On April 14, 2020, Defendant Marshalls of CA,
7 LLC filed a Notice of Non-Opposition. (Docket No. 29).

8 The second is Class Counsel Joshua H. Haffner and Graham G. Lambert of
9 Haffner Law PC's Motion for an Award of Attorneys' Fees and Costs and
10 Awarding Class Representative Service Award ("Fee Motion"), filed on April 6,
11 2020. (Docket No. 28).

12 The Court entered an order on July 31, 2020, granting both motions in part
13 and ordering Class Counsel to file a revised chart outlining how the \$1.125 million
14 settlement will be distributed among Class Member Payments, Estimated PAGA
15 Wage Payments, and Estimated PAGA Non-Wage Payments in light of the reduced
16 attorneys' fees award (the "Prior Order"). (Docket No. 34). The Court also ordered
17 Class Counsel to file proof of litigation expenses and costs totaling \$10,681.67.
18 (*Id.*).

19 The Court received Class Counsel's supplemental declaration in support of
20 the Motion for Attorney Fees and Costs. (Docket No. 35). The Court finds that the
21 Parties have complied with the Prior Order, that the settlement agreement modified
22 by the supplemental declaration is fair, adequate, and reasonable, and that
23 \$10,681.67 in litigation costs is reasonable.

24 The proposed settlement agreement (the "Settlement Agreement" or
25 "Agreement") is attached to the Declaration of Joshua H. Haffner ("Renick Decl.")
26 as Exhibit 1. (*Paulino v. Marshalls of CA, LLC et al*, CV 19-03618-MWF-(Ex)
27 (Docket No. 40-2)). The Court, for purposes of this Judgment Granting Final
28

1 Approval of Class Action Settlement and Request for Fees and Costs (the “Final
2 Judgment”), adopts the terms and definitions set forth in the Agreement.

3
4 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that
5 judgment on the merits be entered as follows:

- 6 1. The Settlement and the Settlement Agreement are hereby approved as
7 fair, reasonable, adequate, and in the best interests of the Class Members and
8 PAGA Affected Employees, and the requirements of due process and Federal
9 Rule of Civil Procedure 23 have been satisfied. The Parties are ordered and
10 directed to effectuate the Settlement according to its terms.
- 11 2. Having found that each of the elements of Federal Rules of Civil
12 Procedure 23(a) and 23(b)(3) are satisfied, for purposes of settlement only,
13 the Class is permanently certified pursuant to Federal Rule of Civil
14 Procedure 23, on behalf of all current and former non-exempt store
15 employees who worked for Defendant Marshalls of CA, LLC in the State of
16 California during the Class Period (*i.e.*, August 11, 2016, through and
17 including the Preliminary Approval Date of October 29, 2019) and who
18 opted out of Defendant’s arbitration agreement.
- 19 3. Notwithstanding the certification of the foregoing Class and
20 appointment of Plaintiffs as the Class representative for purposes of effecting
21 the Settlement, if the Effective Date, as defined in the Settlement Agreement,
22 does not occur for any reason, the foregoing certification of the Class and
23 appointment of Plaintiffs as the Class representative shall be void and of no
24 further effect, and the Parties to the proposed Settlement shall be returned to
25 the status each occupied before entry of this Order without prejudice to any
26 legal argument that any of the parties to the Settlement Agreement might
27 have asserted but for the Settlement Agreement.
28

- 1 4. The Court hereby orders the Settlement Administrator to distribute the
2 Class Member Payments to Participating Class Members in accordance with
3 the provisions of the Settlement Agreement and revised chart contained in
4 the Supplemental Declaration of Graham G. Lambert (“Lambert Declaration”
5 (Docket No. 35)).
- 6 5. For purposes of this Final Judgment, and for this Settlement only, the
7 Court hereby certifies the Claims asserted on behalf of Class Members, as
8 defined in the Settlement Agreement.
- 9 6. For purposes of this Final Judgment, and this Settlement only, the
10 Court hereby confirms the appointment of Plaintiffs Alicia Rodriguez and
11 Joan Catheryn Paulino as the class representative for the Class Members.
12 Further, the Court finally approves the Service Awards, as fair and
13 reasonable, to Plaintiffs in the amount of Five Thousand Dollars (\$5,000)
14 each. The Court hereby orders the Settlement Administrator to distribute the
15 Service Awards to Plaintiffs in accordance with the provisions of the
16 Settlement.
- 17 7. For purposes of this Final Approval Order and this Settlement only,
18 the Court hereby confirms the appointment of Joshua H. Haffner and Graham
19 G. Lambert of Haffner Law PC, Jimmy Hanaie of Legal Clear, and
20 Alexander Larian of Larian Law Firm as Class Counsel for the Class
21 Members. Further, the Court finally approves a payment of Class Counsels
22 Fees Award, as fair and reasonable, in the amount of One Hundred Forty-
23 Four Thousand, Eight Hundred Seventy-Seven Dollars and Fifty Cents
24 (\$144,877.50). And the Court finally approves a payment of Class Counsel
25 Costs Award, as fair and reasonable, in the amount of Ten Thousand, Six
26 Hundred Eighty-One Dollars and Sixty-Seven Cents (\$10,681.67). Class
27 Counsel’s receipt of the Class Counsel Fees Award and Class Counsel Costs
28 Award payments shall fully satisfy all fees and litigation costs incurred by

1 Class Counsel that represented Plaintiffs, Class Members, and PAGA
2 Affected Employees in the Actions. No other attorneys or law firms shall be
3 entitled to any award of attorneys' fees or costs from Defendant in any way
4 connected with the Actions. The Court hereby orders the Settlement
5 Administrator to distribute the Class Counsel Fees Award and Class Counsel
6 Costs Award payments to Class Counsel in accordance with the provisions of
7 the Settlement.

8 8. For purposes of this Final Judgment, and this Settlement only, the
9 Court hereby confirms the appointment of ILYM Group, Inc. as the
10 Settlement Administrator to administer the Settlement as more specifically
11 set forth in the Settlement Agreement as modified by the Lambert
12 Declaration, and further finally approves Settlement Administration Costs, as
13 fair and reasonable, of Sixty-Five Thousand Dollars (\$65,000).

14 9. For purposes of this Final Judgment and this Settlement only, the
15 Court hereby approves the PAGA Distribution Amount in the amount of
16 Eight Hundred Thirty-Eight Thousand, One Hundred Ninety Dollars and
17 Eighty-Three Cents (\$838,190.83) as fair and reasonable. Pursuant to the
18 terms of the Settlement, seventy-five percent (75%) of the PAGA
19 Distribution Amount (\$628,643.12) shall be allocated to resolve claims for
20 unpaid wages under California Labor Code section 558(3), and will be paid
21 to the 21,330 Participating PAGA Affected Employees, in the amount of
22 approximately Twenty-Nine Dollars and Forty-Seven Cents (\$29.47) per
23 person, subject to withholdings. The remaining 25% of the PAGA
24 Distribution Amount (\$209,547.71) will be paid to resolve claims for civil
25 penalties under PAGA for any Labor Code violations alleged in the Actions.
26 Of that amount, seventy-five percent (75%) (\$157,160.78) will be paid to the
27 California Labor & Workforce Development Agency ("LWDA") and the
28 remaining twenty-five percent (25%) (\$52,386.93) will be paid to the 21,330

1 Participating PAGA Affected Employees, or approximately Two Dollars and
2 Forty-Six Cents (\$2.46) per person. The Court hereby orders the Settlement
3 Administrator to distribute the PAGA Wage Payments to Participating
4 PAGA Affected Employees in accordance with the provisions of the
5 Settlement Agreement as modified by the Lambert Declaration, and to
6 distribute the PAGA Non-Wage Payments to the LWDA and PAGA
7 Affected Employees in accordance with the provisions of the Settlement
8 Agreement as modified by the Lambert Declaration.

9 10. The Court hereby finds that the Parties' notice of the proposed
10 Settlement submitted to the Attorney General of the United States and the
11 appropriate State official(s) fully and adequately complied with the notice
12 requirements set forth in the Class Action Fairness Act of 2005, 28 U.S.C. §
13 1715.

14 11. The Court hereby finds that the Parties' notice of the proposed
15 Settlement submitted to the LWDA fully and adequately complied with the
16 notice requirements of PAGA, California Labor Code § 2699(l).

17 12. As of the Effective Date, Participating Class Members shall be deemed
18 to have released the Released Parties from all Released Class Claims, as
19 defined in the Settlement Agreement. All Participating Class Members, as of
20 the Effective Date, are hereby forever barred and enjoined from prosecuting
21 the Released Class Claims against the Released Parties.

22 13. As of the Effective Date, Participating PAGA Affected Employees
23 shall be deemed to have released the Released Parties from all Released
24 PAGA Wage Claims, as defined in the Settlement Agreement. All
25 Participating PAGA Affected Employees, as of the Effective Date, are
26 hereby forever barred and enjoined from prosecuting the Released PAGA
27 Wage Claims against the Released Parties.
28

1 14. As of the Effective Date, the State of California and PAGA Affected
2 Employees shall be deemed to have released the Released Parties from all
3 Released PAGA Non-Wage Claims, as defined in the Settlement Agreement.
4 The State of California and all PAGA Aggrieved Employees, as of the
5 Effective Date, are hereby forever barred and enjoined from prosecuting the
6 Released PAGA Non-Wage Claims against the Released Parties.

7 15. Neither this Final Judgment, the Settlement Agreement, nor any
8 document referred to herein, nor any action taken to carry out the Settlement
9 Agreement is, may be construed as, or may be used as an admission by or
10 against Defendant or any of the other Released Parties of any fault,
11 wrongdoing, or liability whatsoever. Nor is this Final Judgment a finding of
12 the validity of any Claims in the Actions or of any wrongdoing by Defendant
13 or any of the other Released Parties. The entering into or carrying out of the
14 Settlement Agreement, and any negotiations or proceedings related thereto,
15 shall not in any event be construed as, or deemed to be evidence of, an
16 admission or concession with regard to the denials or defenses by Defendant
17 or any of the other Released Parties and shall not be offered in evidence
18 against Defendant or any of the Released Parties in any action or proceeding
19 in any court, administrative agency or other tribunal for any purpose
20 whatsoever other than to enforce the provisions of this Final Judgment, the
21 Settlement Agreement, or any related agreement or release. Notwithstanding
22 these restrictions, any of the Released Parties may file in the Actions or in
23 any other proceeding this Final Judgment, the Settlement Agreement, or any
24 other papers and records on file in the Actions as evidence of the Settlement
25 and to support a defense of res judicata, collateral estoppel, release, waiver,
26 or other theory of claim preclusion, issue preclusion or similar defense.

27 16. In the event that the Settlement does not become final and effective in
28 accordance with the terms of the Settlement Agreement, resulting in the

1 return and/or retention of the Settlement funds to Defendant consistent with
2 the terms of the Settlement, then this Final Judgment and all orders entered in
3 connection herewith, including any order of conditional certification,
4 appointing a class representative or Class Counsel, shall be rendered null and
5 void and be vacated.

6 17. Without in any way affecting the finality of this Final Judgement, this
7 Court hereby retains continuing jurisdiction as to all matters relating to: (a)
8 the interpretation, implementation, and enforcement of the terms of the
9 Settlement; (b) Settlement administration matters; and (c) such post-
10 Judgment matters as may be appropriate under Court rules or as set forth in
11 the Settlement.

12 18. After Settlement administration has been completed in accordance
13 with the Settlement Agreement, and in no event later than 180 days after the
14 Effective Date, Defendant shall file a report with this Court certifying
15 compliance with the terms of the Settlement.

16 19. The Court hereby enters judgment of both Actions, with prejudice, for
17 the reasons set forth above, and upon the terms set forth in the Settlement
18 Agreement.

19 20. The Actions and the Claims alleged therein are hereby ordered
20 dismissed with prejudice.

21 21. Class Counsel is awarded fees in the amount of One Hundred Forty-
22 Four Thousand, Eight Hundred Seventy-Seven Dollars and Fifty Cents
23 (\$144,877.50).

24 22. Class Counsel is awarded costs in the amount of Ten Thousand, Six
25 Hundred One Dollars and Sixty-Seven Cents (\$10,681.67).

26 23. Class Representatives, Joan Catheryn Paulino and Alicia Rodriguez,
27 are each awarded Five Thousand Dollars (\$5,000.00) as a service award.
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